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8 **UNITED STATES DISTRICT COURT**
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10 **CENTRAL DISTRICT OF CALIFORNIA**

11 URBAN FAB CORP., a California
12 Corporation;

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14 Plaintiff,

15 vs.

16
17 BELK ECOMMERCE LLC, a North
18 Carolina limited liability company;
19 KELLWOOD APPAREL, LLC d/b/a
20 JOLT, a Delaware limited liability
21 company; DAVID FALWELL, an
Individual; and DOES 1-10, inclusive,

22 Defendants.
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Case No.: 2:18-cv-05425-SVW-RAO

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, competitively sensitive, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding purchase and sale prices of fabric or garments by suppliers, manufacturers, importers, distributors and/or fashion retailers, information regarding business practices, information regarding the creation, purchase or sale of graphics, artwork, and/or designs used on textiles and garments, or other confidential, financial, and/or commercial information (including information implicating privacy rights of third parties), information generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses

1 of such material in preparation for and in the conduct of trial, to address their
2 handling at the end of the litigation, and serve the ends of justice, a protective order
3 for such information is justified in this matter. It is the intent of the parties that
4 information will not be designated as confidential for tactical reasons and that
5 nothing be so designated without a good faith belief that it has been maintained in a
6 confidential, non-public manner, and there is good cause why it should not be part
7 of the public record of this case.

8 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
9 SEAL

10 The parties further acknowledge, as set forth in Section 12.3, below, that this
11 Stipulated Protective Order does not entitle them to file confidential information
12 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
13 and the standards that will be applied when a party seeks permission from the
14 Court to file material under seal.

15 There is a strong presumption that the public has a right of access to judicial
16 proceedings and records in civil cases. In connection with non-dispositive
17 motions, good cause must be shown to support a filing under seal. *See Kamakana*
18 *v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v.*
19 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v.*
20 *Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
21 protective orders require good cause showing), and a specific showing of good
22 cause or compelling reasons with proper evidentiary support and legal justification,
23 must be made with respect to Protected Material that a party seeks to file under
24 seal. The parties' mere designation of Disclosure or Discovery Material as
25 CONFIDENTIAL does not— without the submission of competent evidence by
26 declaration, establishing that the material sought to be filed under seal qualifies as
27 confidential, privileged, or otherwise protectable—constitute good cause.
28

Further, if a party requests sealing related to a dispositive motion or trial, then compelling reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: This pending federal lawsuit entitled *Urban Fab Corp. v. Belk Ecommerce LLC, et al.* (Case No. 2:18-cv-05425-SVW-RAO).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as

1 their support staff).

2 2.5 Designating Party: a Party or Non-Party that designates information or
3 items that it produces in disclosures or in responses to discovery as
4 “CONFIDENTIAL.”

5 2.6 Disclosure or Discovery Material: all items or information, regardless
6 of the medium or manner in which it is generated, stored, or maintained (including,
7 among other things, testimony, transcripts, and tangible things), that are produced
8 or generated in disclosures or responses to discovery in this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve
11 as an expert witness or as a consultant in this Action.

12 2.8 House Counsel: attorneys who are employees of a Party to this
13 Action.

14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 2.9 Non-Party: any natural person, partnership, corporation, association,
17 or other legal entity not named as a Party to this Action.

18 2.10 Outside Counsel of Record: attorneys who are not employees of a
19 party to this Action, but are retained to represent or advise a party to this Action
20 and have appeared in this Action on behalf of that party or are affiliated with a law
21 firm which has appeared on behalf of that party, and includes support staff.

22 2.11 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

27 2.13 Professional Vendors: persons or entities that provide litigation
28 support services (e.g., photocopying, videotaping, translating, preparing exhibits or

demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection
4 under
5 this Order must take care to limit any such designation to specific material that
6 qualifies under the appropriate standards. The Designating Party must designate
7 for
8 protection only those parts of material, documents, items, or oral or written
9 communications that qualify so that other portions of the material, documents,
10 items, or communications for which protection is not warranted are not swept
11 unjustifiably within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited.

13 Designations

14 that are shown to be clearly unjustified or that have been made for an improper
15 purpose (e.g., to unnecessarily encumber the case development process or to
16 impose unnecessary expenses and burdens on other parties) may expose the
17 Designating Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it
19 designated for protection do not qualify for protection, that Designating Party must
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in
22 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
24 under this Order must be clearly so designated before the material is disclosed or
25 produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic
28 documents, but excluding transcripts of depositions or other pretrial or trial

proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the CONFIDENTIAL legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins);

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony, and that the testimony be separately marked by the Court Reporter as Protected Material. When it appears that substantial portions of the testimony may qualify for protection, but it is impractical to identify separately each portion of testimony that is entitled to protection without unnecessarily delaying the deposition, the Party or Non-Party that sponsors, offers, or gives the testimony may invoke on the record (before the deposition is concluded) a right to have an opportunity to review a rough draft of the transcript, at the expense of the requesting party, and within 10 days after receipt of the rough draft transcript, to identify the specific portions of the testimony as to which

1 protection is sought, and to advise all other parties of the protection being sought.
2 Only those portions of the testimony that are appropriately designated for
3 protection within the 10 days shall be covered by the provisions of this Order. It
4 shall be the obligation of the Party seeking protection under this Order to ensure, at
5 the expense of the Party designating protection, that in preparing the certified
6 transcript the Court Reporter separately binds the pages containing Protected
7 Material, and affixes to the top of each such page the CONFIDENTIAL legend, as
8 instructed by the Party or Non-Party offering or sponsoring the witness or
9 presenting the testimony;

10 (c) for information produced in some form other than documentary and
11 for any other tangible items, that the Producing Party affix in a prominent place on
12 the exterior of the container or containers in which the information is stored the
13 CONFIDENTIAL legend. If only a portion or portions of the information
14 warrants protection, the Producing Party, to the extent practicable, shall identify
15 the protected portion(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive
18 the Designating Party's right to secure protection under this Order for such
19 material. Upon timely correction of a designation, the Receiving Party must make
20 reasonable efforts to assure that the material is treated in accordance with the
21 provisions of this Order.

22 23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time that is consistent with the Court's
26 Scheduling Order.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
28 resolution process under Local Rule 37.1 et seq.

1 6.3 The burden of persuasion in any such challenge proceeding shall be
2 on the Designating Party. Frivolous challenges, and those made for an improper
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
4 parties), may expose the Challenging Party to sanctions. Unless the Designating
5 Party has waived or withdrawn the confidentiality designation, all Parties and Non-
6 Parties shall
7 continue to afford the material in question the level of protection to which it is
8 entitled under the Producing Party’s designation until the Court rules on the
9 challenge.

10
11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that
13 is disclosed or produced by another Party or by a Non-Party in connection with this
14 Action only for prosecuting, defending, or attempting to settle this Action. Such
15 Protected Material may be disclosed only to the categories of persons and under
16 the conditions described in this Order. When the Action has been terminated, a
17 Receiving Party must comply with the provisions of Section 13 below (FINAL
18 DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner that ensures that access is limited to the persons
21 authorized under this Order.

22 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
23 otherwise ordered by the Court or permitted in writing by the Designating Party, a
24 Receiving Party may disclose any information or item designated
25 “CONFIDENTIAL” only to:

26 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
27 well as employees of said Outside Counsel of Record to whom it is reasonably
28 necessary to disclose the information for this Action;

1 (b) the officers, directors, and employees (including House Counsel) of
2 the Receiving Party to whom disclosure is reasonably necessary for this Action;

3 (c) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this Action and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the Court and its personnel;

7 (e) court reporters and their staff;

8 (f) professional jury or trial consultants, mock jurors, and Professional
9 Vendors to whom disclosure is reasonably necessary for this Action and who have
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the information or a
12 custodian or other person who otherwise possessed or knew the information;

13 (h) during their depositions, witnesses, and attorneys for witnesses, in the
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing
15 party requests that the witness sign “Acknowledgment and Agreement to Be
16 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential
17 information, unless otherwise agreed by the Designating Party or ordered by the
18 Court. Pages of transcribed

19 deposition testimony or exhibits to depositions that reveal Protected Material may
20 be separately bound by the court reporter, as provided for in Section 5.2(b), and
21 may not be disclosed to anyone except as permitted under this Stipulated
22 Protective Order; and

23 (i) any mediator or settlement officer, and their supporting personnel,
24 mutually agreed upon by any of the parties engaged in settlement discussions, and
25 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

26
27 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
28 IN OTHER LITIGATION

1 If a Party is served with a subpoena or a court order issued in other litigation
2 that compels disclosure of any information or items designated in this Action as
3 “CONFIDENTIAL,” that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification
5 shall include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order
7 to issue in the other litigation that some or all of the material covered by the
8 subpoena or order is subject to this Protective Order. Such notification shall
9 include a copy of this Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be
11 pursued by the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with
13 the subpoena or court order shall not produce any information designated in this
14 action as “CONFIDENTIAL” before a determination by the court from which the
15 subpoena or order issued, unless the Party has obtained the Designating Party’s
16 permission. The Designating Party shall bear the burden and expense of seeking
17 protection in that court of its confidential material and nothing in these provisions
18 should be construed as authorizing or encouraging a Receiving Party in this Action
19 to disobey a lawful directive from another court.
20

21 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
22 PRODUCED IN THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a
24 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
25 produced by Non-Parties in connection with this litigation is protected by the
26 remedies and relief provided by this Order. Nothing in these provisions should be
27 construed as prohibiting a Non-Party from seeking additional protections.

28 (b) In the event that a Party is required, by a valid discovery request, to

1 produce a Non-Party's confidential information in its possession, and the Party is
2 subject to an agreement with the Non-Party not to produce the Non-Party's
3 confidential information, then the Party shall:

4 (1) promptly notify in writing the Requesting Party and the Non-Party
5 that some or all of the information requested is subject to a confidentiality
6 agreement with a Non-Party;

7 (2) promptly provide the Non-Party with a copy of the Stipulated
8 Protective Order in this Action, the relevant discovery request(s), and a reasonably
9 specific description of the information requested; and

10 (3) make the information requested available for inspection by the
11 Non-Party, if requested.

12 (c) If the Non-Party fails to seek a protective order from this Court within
13 14 days of receiving the notice and accompanying information, the Receiving
14 Party may produce the Non-Party's confidential information responsive to the
15 discovery request. If the Non-Party timely seeks a protective order, the Receiving
16 Party shall not produce any information in its possession or control that is subject
17 to the confidentiality agreement with the Non-Party before a determination by the
18 Court, unless otherwise required by the law or court order. Absent a court order to
19 the contrary, the Non-Party shall bear the burden and expense of seeking protection
20 in this Court of its Protected Material.

21
22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has
24 disclosed Protected Material to any person or in any circumstance not authorized
25 under this Stipulated Protective Order, the Receiving Party must immediately (a)
26 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
27 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
28 the person or persons to whom unauthorized disclosures were made of all the terms

of this Order, and (d) request such person or persons to execute the
“Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has
disclosed Protected Material to any person or in any circumstance not authorized
under this Protective Order, the Receiving Party must immediately (a) notify in
writing the Designating Party of the unauthorized disclosures, (b) use its best
efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
person or persons to whom unauthorized disclosure were made of all the terms of
this Order, and (d) request such person or persons to execute the
“Acknowledgement and Agreement to Be Bound” (Exhibit A).

When a Producing Party gives notice to Receiving Parties that certain
inadvertently produced material is subject to a claim of privilege or other
protection, the obligations of the Receiving Parties are those set forth in Federal
Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
whatever procedure may be established in an e-discovery order that provides for
production without prior privilege review. Pursuant to Federal Rule of Evidence
502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
of a communication or information covered by the attorney-client privilege or
work product protection, the parties may incorporate their agreement in the
stipulated protective order submitted to the Court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any
person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order, no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in
4 this Stipulated Protective Order. Similarly, no Party waives any right to object on
5 any ground to use in evidence of any of the material covered by this Protective
6 Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal any
8 papers with the Court that contain any Protected Material must comply with Local
9 Civil Rule 79-5, and any pertinent Orders of the District Judge and Magistrate
10 Judge. Protected Material may only be filed under seal pursuant to a court order
11 authorizing the sealing of the specific Protected Material at issue. If a Party's
12 request to file Protected Material under seal is denied by the Court, then the
13 Receiving Party may file the information in the public record unless otherwise
14 instructed by the Court.

15
16 13. FINAL DISPOSITION

17 After the final disposition of this Action, as defined in Section 4, within 60
18 days of a written request by the Designating Party, each Receiving Party must
19 return all Protected Material to the Producing Party or destroy such material. As
20 used in this subdivision, "all Protected Material" includes all copies, abstracts,
21 compilations, summaries, and any other format reproducing or capturing any of the
22 Protected Material.

23 Whether the Protected Material is returned or destroyed, the Receiving Party
24 must submit a written certification to the Producing Party (and, if not the same
25 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies
26 (by category, where appropriate) all the Protected Material that was returned or
27 destroyed, and (2) affirms that the Receiving Party has not retained any copies,
28 abstracts, compilations, summaries or any other format reproducing or capturing

any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 DATED: October 3, 2018

4 /s/ C. Yong Jeong

5 C. Yong Jeong, Esq.

6 Regina S. Zernay, Esq.

7 Attorneys for Plaintiff

8
9 DATED: October 3, 2018

10 /s/ Matthew L. Seror

11 Matthew L. Seror, Esq.

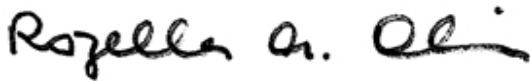
12 Michael J. Worth, Esq.

13 Attorneys for Defendants,

14 BELK ECOMMERCE LLC and KELLWOOD APPAREL, LLC

15 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

16
17 DATED: October 3, 2018

18 

19 HON. ROZELLA A. OLIVER

20 United States Magistrate Judge

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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury
5 that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Central District of California
7 on _____ [date] in the case of *Urban Fab Corp. v. Belk Ecommerce LLC, et*
8 *al.* (Case No. 2:18-cv-05425-SVW-RAO). I agree to comply with and to be bound
9 by all the terms of this Stipulated Protective Order and I understand and
10 acknowledge that failure to so comply could expose me to sanctions and
11 punishment in the nature of contempt. I solemnly promise that I will not disclose
12 in any manner any information or item that is subject to this Stipulated Protective
13 Order to any person or entity except in strict compliance with the provisions of this
14 Order.

15 I further agree to submit to the jurisdiction of the United States District
16 Court for the Central District of California for the purpose of enforcing the terms
17 of this
18 Stipulated Protective Order, even if such enforcement proceedings occur after
19 termination of this action. I hereby appoint _____ [print
20 or type full name] of _____ [print or
21 type full address and telephone number] as my California agent for service of
22 process in connection with this action or any proceedings related to enforcement of
23 this Stipulated Protective Order.

24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name: _____

27 Signature: _____
28